ČSOB ELECTRONIC BANKING
– ČSOB BUSINESSBANKING 24 SERVICE
BUSINESS TERMS AND CONDITIONS

Introduction

1. Československá obchodní banka, a. s., registered office Radlická 333/150, 150 57 Praha 5, ID No. 00001350, registered in the Commercial Register of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter "ČSOB") issues the ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service Business Terms and Conditions (hereinafter referred to as the "Terms and Conditions") pursuant to Law No. 284/2009 Coll., on Payments (Payment System Act/PSA) as subsequently amended (hereinafter the "PSA") and for matters not covered by the PSA Law No. 89/2012 Coll., the Civil Code as subsequently amended (hereinafter the "Civil Code") will apply. The legal relationships between ČSOB and Clients when providing the ČSOB BusinessBanking 24 service (hereinafter the "Service") will be governed by the law of the Czech Republic (hereinafter the "CR"); mutual communication will be in Czech unless agreed otherwise.
2. The Client (as specified below) must read the Terms and Conditions and adhere to them, furthermore he must read the respective Service-related manuals and adhere to the procedures specified in them.

Definitions and Terms

3. In the Terms and Conditions the Client is:
   a) An Account Holder – legal entity or private person who banks with ČSOB. The Account Holder must conclude a Contract for Provision of ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service (hereinafter referred to as the "Contract") with ČSOB stipulating the owner of the installation, the private person(s) or legal entity(ies) who will be authorized to use the Service and dispose of funds or book-entry securities in the Account Holder's account(s) by authorized persons.
   b) An Installation owner – legal entity or private person who concludes a Contract for the Use of Service (hereinafter referred to as the "Contract for the Use of Service ") with ČSOB specifying the persons authorized to use the Service and dispose of funds or book-entry securities in the Account Holder(s)´ account(s). The Contract for the Use of Service will be concluded if the Installation Owner is authorized to use the Service and dispose of funds or book-entry securities in the accounts of at least a (one) ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service Contract concluded between the Account Holder and ČSOB. The Installation Owner can be authorized to use the Service and dispose of funds or book-entry securities in the accounts of several Account Holders.
   c) An Authorized Person – private individual listed by the Owner of the Installation in the Contract to Use the Service as someone authorized to use the Service and dispose of funds or book-entry securities in the Account Holder(s)´ account(s). An Authorized Person has concurrently access to all data about the account(s) subject to the Service. An Authorized Person can be listed in several Contracts for the Use of Service concluded between ČSOB and the Installation Owner and can be entitled to dispose of funds or book-entry securities in the accounts of several Account Holders. An Authorized Person must conclude an Agreement on the Activation of ČSOB Electronic Banking Services (hereinafter referred to as the "Agreement") with ČSOB.
4. The Identification Number will be an eight-digit code unambiguously identifying the respective Authorized Person who will receive it when concluding the Agreement.
5. The Number of the Installation Owner is an eight-digit code (maximum of eight numerical signs) unambiguously identifying the respective Installation Owner who will receive it when concluding a Contract for the Use of Service.
6. The Agreement will be the Agreement on Activating ČSOB Electronic Banking Services concluded between ČSOB and the Authorized Person pursuant to the valid legal order of the Czech Republic a part of which will be the Accounts and Payments Business Terms and Conditions (hereinafter the "Accounts and Payments Terms and Conditions").
7. The Contract will be the ČSOB Electronic Banking – ČSOB BusinessBanking 24 Service Contract concluded between ČSOB and the Account Holder pursuant to the valid legal order of the Czech Republic a part of which will be the Terms and Conditions and the Accounts and Payments Conditions.

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8. The Contract for the Use of Service will be the Contract for the Use of ČSOB BusinessBanking 24 Service concluded between ČSOB and the Installation Owner pursuant to the valid legal order of the Czech Republic a part of which will be the Terms and Conditions and the Accounts and Payments Conditions.
9. The Service will include the following security elements:
   a) PIN (for the chip card) – four- to eight-digit code enabling the Authorized Person to use the chip card. A PIN (for the chip card) will be generated separately for each chip card and the Authorized Person will receive it along with the chip card. A PIN (for the chip card) can be changed by the Authorized Person at any time.
   b) PUK (for the chip card) – numerical combination given to the Authorized Person for unblocking the PIN.
   c) PIN (for the Identification Number) – a five-digit number generated automatically by the system, through which the Authorized Person will be authenticated. The Authorized Person will receive it when signing the Agreement in an envelope. The Authorized Person can change the PIN at any time.
10. The Service communication means will be:
   a) A Chip card – plastic card with an electronic chip for safely keeping and generating a private key and electronic signature certificate. The chip card will include a PIN envelope and information on how to use the chip card.
   b) Chip card reader – equipment for communication between a PC and a chip card. For more information about using chip cards and chip card readers see the user's manual available at www.csob.cz.
11. ČSOB affiliates will be as follows:
   - persons controlled by ČSOB,
   - persons controlling ČSOB and
   - person controlled by any person who controls ČSOB,

   and the terms ´to control, controlling and controlled persons´ will have the meaning stipulated in Section 74 and subsequent 90/2012 Coll., on Commercial Companies and Co-operatives.
12. A Data Box under these Terms and Conditions is an electronic depository for deliveries from public authorities, interacting with public authorities and deliveries of documents of private individuals, private individuals entrepreneurs and legal persons. Data Boxes are established and administered by the Ministry of the Interior (Section 2 of Law No. 300/2008 Coll. on Electronic Transactions and Authorized Conversion of Documents, as subsequently amended).
13. A Convenient Data Box under these Terms and Conditions is a data box accessible in the ČSOB BusinessBanking 24 service environment.
14. Price List – the current version of the ČSOB Price List available at ČSOB branches and online at www.csob.cz.
15. An instruction will be a Client´s instruction given to ČSOB through the Service to make a payment transaction (payment order) or to use products and services provided by ČSOB and/or ČSOB affiliates according to the current offer. The products and services provided by ČSOB and/or ČSOB affiliates are governed by the appropriate business terms and conditions and the contractual provisions between the Client and ČSOB and/or ČSOB affiliates unless these Terms and Conditions stipulate otherwise.

Characteristics of the Service

16. The Service enables Clients to communicate with ČSOB continuously (i.e. 7 days a week, 24 hours a day) and have access to selected products and services of ČSOB and its affiliates. Using the Service will be identical to standard communication in writing.
17. The Service will be provided in accordance with written contracts below:
   - Contract between ČSOB and the Account Holder in which the latter specifies one or several Installation Owners,
   - Contract to Use the Service between ČSOB and the Installation Owner in which the latter specifies the Authorized Persons that can use the Service and dispose of funds or book-entry securities in the Account Holder(s)´ account(s),
   - Agreement between ČSOB and the Authorized Person. The Agreement will allow the Service(s) to be used by the Authorized Person and output information to be delivered to the Authorized Person.
18. The Service will be provided at the request of the Account Holder.

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19. The Account Holder must have a current account at ČSOB for debiting Service-related fees.
20. After concluding the Contract, the Account Holder will be allowed to use the Service to communicate with ČSOB and access selected products and services of ČSOB and its affiliates via the Installation Owner or Authorized Persons. After concluding the Contract for the Use of Service the Installation Owner will be allowed to use the Service to communicate with ČSOB and access selected products and services provided by ČSOB and its affiliates via Authorized Persons according to actual offer. The products and services provided by ČSOB and/or its affiliates will be governed by the respective business terms and conditions and contractual provisions between the Client and ČSOB and/or its affiliates unless these Terms and Conditions stipulate otherwise. The ČSOB Info 24 service (automatic delivery of information selected by the Authorized Person) can be used as part of the Service. The fee will be charged in accordance with the Price List.
21. The Service will be available in these variations:
    a) ČSOB BusinessBanking 24 with electronic signature – secured communication with ČSOB via the Internet (both on-line and off-line),
    b) ČSOB BusinessBanking 24 passive – secured communication with ČSOB via the Internet, only information services (no active operations) (both on-line and off-line),
    c) ČSOB BusinessBanking 24 Online with electronic signature – secured communication with ČSOB via the Internet (on-line),
    d) ČSOB BusinessBanking 24 Online passive – secured communication with ČSOB via the Internet, only information services (no active operations) (on-line).
22. The Service will be limited as follows (a limit is per payment transaction):
    a) The Main Limit, which will be from CZK 0 to any amount. This limit will be specified by the Account Holder when authorizing the Installation Owner to dispose of funds in the Account. The Main Limit is stipulated in the Attachment to the Contract.
    b) The Authorized Person's (pair of authorized persons´) Limit will be from CZK 0 to any amount but the Authorized Person's limit will be lower than or equal to the main limit. The Installation Owner will specify it for a particular Authorized Person, or pair of Authorized Persons. The Authorized Person's Limit is stipulated in the Attachment to the Contract to Use the Service.
23. A payment transaction – collection orders sent to ČSOB via the Service will not be subject to the payment limits (see Paragraph 22).
24. If the internet channel (on-line regime) is used the Client will contact the official ČSOB website at www.csob.cz, or the direct internet channel https://bb24.csob.cz.
25. The Service will be provided in Czech, English and German. The Authorized Person will specify the language when logging in to the client application.
26. A Client who has established a Data Box and has received access data for it can use (in an on-line regime) the Convenient Data Box service as soon as the Convenient Data Box is activated. The Convenient Data Box will be activated by the Client by connecting the Convenient Data Box and the Data Box in the ČSOB BusinessBanking 24 service by entering his access data to the Data Box. After connecting the Convenient Data Box to the Data Box the Client can access data messages in his Convenient Data Box directly from the Service application (on-line regime). After activation the Convenient Data Box can be shared by several authorized persons.
27. Data messages that the Client transfers from a connected Data Box are stored in the Convenient Data Box and the Client can access them throughout the time of using the Service (on-line regime), unless the Convenient Data Box is cancelled.
28. The Client can disconnect the Convenient Data Box from the Data Box through the Service. ČSOB is entitled to disconnect a Client´s Convenient Data Box from his Data Box if the Client does not use the Convenient Data Box for more than one year. In this case the Client can access all data messages transferred to this box. However, the Client cannot transfer new data messages to the Convenient Data Box from the Data Box. The Client can reactivate the Convenient Data Box.
29. If the Service ceases to be used the Convenient Data Box will be cancelled (and disconnected from the Data Box) on the same day; concurrently all data messages stored in the Convenient Data Box will be irretrievably deleted. If data messages from the Convenient Data Box need to be stored even after the Service is terminated the Client must store them outside the Service.
30. When using the Convenient Data Box ČSOB recommends not using the Data Boxes information system web interface for handling data messages in the connected Data Box. If this interface is used the data messages in the Convenient Data Box may not be registered in full.

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Technical Requirements

31. ČSOB BusinessBanking 24 is a modern electronic banking service providing advantages in communication with ČSOB in real time (on-line regime) and the option of working in the client application environment without having to connect via the Internet (off-line regime). A description of the Service, including the technical requirements (HW and SW equipment) and its use is given in user manuals and instructions for the Service. Updated manuals and instructions are available at: www.csob.cz. The Client must read them.
32. The Client must at his own risk and cost install and maintain in a safe and working state the PC(s) used for the Service in accordance with the technical requirements that may be required by ČSOB to use the Service without difficulties. The technical requirements are specified in leaflets, user manuals and the Service instructions.
33. An application including Service manuals is available at: www.csob.cz. ČSOB will be entitled to change the leaflets, manuals and instructions for the Service along with developing and modernizing the Service.
34. ČSOB will not be responsible for any non-functional application installed on the Client's PC by a third party (for example a programme of another producer, infection, hardware defects etc.) or force major.

Client Identification

35. When providing any banking service ČSOB must identify the Client or a person representing the Client; for a Client – legal entity identify the controlling person and the true owner of this legal entity, or legal entity if he is a member of the Client´s statutory body. ČSOB identifies them in accordance with the legal regulations and to the extent specified in them especially identifying transactions that exceed the amount prescribed by the legal regulations. If the Client or a person representing the Client refuses to comply with the required extent of identification the banking service will not be provided. ČSOB must refuse to provide banking services while maintaining anonymity. Pursuant to the law on measures against money laundering and financing terrorism ČSOB is entitled to ask the Client to provide additional data on the Client, those representing the Client and for legal entities additional data on the controlling person and the true owner of this legal entity at any time during the contractual relationship with the Client; to ask the Client to submit the required documents or information, including proof of the origin of funds remitted to a Client´s Account, documents proving the Client´s solvency and his liabilities or his credibility and the Client is obliged to provide this. ČSOB is entitled to make photocopies of all documents submitted by the Client for its own use. ČSOB is entitled not to execute a Client´s transaction if it is associated with the risk of money laundering or financing terrorism or if a Client´s transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes a Client´s transaction does not comply with the legal regulations.

Identification and Authentication of an Authorized Person/Authorization of Instructions

36. An Authorized Person must use the Service specified in the Agreement for all accounts, for which the Installation Owner has authorized him to use the Service and dispose of funds or book-entry securities in accounts of the Account Holder(s).
37. An Authorized Person is:
    a) identified by the Installation Owner Number in the on-line section of the Service and:
        - an Identification Number and authenticated via the PIN,
        - an electronic signature (chip card) and authenticated via the PIN of the chip card (only for the electronic signature variant),
    b) identified by the user's name and authenticated by the password in the off-line section of the Service.
38. Orders for the electronic signature variant – in both sections of the Service – are authorized by the electronic signature (chip card and the PIN of the chip card).
39. An Authorized Person:
    a) has three authentication attempts via the PIN. After a third unsuccessful attempt the Authorized Person's access to the Service (or other ČSOB Electronic Banking services authenticated by the Identification Number and the PIN) will be blocked. The Authorized Person must go to the ČSOB branch in person to unblock the access.
    b) has three identification and authentication attempts via the electronic signature. After a third incorrectly entered chip card PIN it will be blocked. The chip card can be unblocked using the PUK. After a fifth incorrectly entered PUK the card will be blocked and cannot be unblocked.

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Rights, Obligations and Responsibilities of the Client

40. An Authorized Person will be entitled to use the products and services of ČSOB and/or its affiliates via the Service according to the actual offer.
41. An Authorized Person must use the Service or means of communication with the Service in accordance with the Terms and Conditions, in particular he must adhere to all agreed principles in order to make the Service and means of communication with the Service secure including personalised security elements (for example PIN or other codes).
42. An Authorized Person must continuously strive to keep all personalised security elements confidential to prevent any other person from getting them (PIN or another code) and must not reveal them to any other person. He will not put the personalised security elements in an easily readable form particularly on the item for communicating with the Service (for example writing the PIN on the chip card), or another item which he keeps or holds together with the means of communicating with the Service; i.e. he must take all reasonable measures to protect his personalised security elements and communication means with the Service. Failing to fulfil these obligations will be considered a serious breach of the Contract and/or Contract for the Use of Service and/or the Agreement pursuant to the provisions of Section 1977 of the Civil Code.
43. If an Authorized Person learns that:
    a) A third (unauthorized) person knows his personalised security elements,
    b) Personalised security elements or means of communicating with the Service have been lost or stolen (loss, theft or misuse of the chip card etc.),
    c) An unauthorized payment transaction has been made i.e. a payment transaction for which he had not given an instruction,
    d) If there are any mistakes or discrepancies in the maintenance of the account for which the Service has been established,

    he must inform ČSOB about this (in person via the branch). Failing to fulfil these obligations will be considered a serious breach of the Contract and/or the Contract for the Use of Service and/or the Agreement pursuant to the provisions of Section 1977 of the Civil Code. ČSOB after agreement with the Authorized Person will block access to the Service and agree on additional procedures (for the cases stipulated in Paragraph c) and d) the provisions of Paragraphs 92 - 94 will also apply). The Service cannot be blocked by phone. However, if the Authorized Person also uses the ČSOB Linka 24 service he can block access to both services via a Client representative on the ČSOB Linka 24 service telephone number (given in the info material), who, after agreement, will immediately block access to all established services and agree on additional procedures.
44. The Authorized Person must provide ČSOB with the maximum co-operation when measures proposed by ČSOB are taken to remove defects. If the Authorized Person does not accept the proposed measures, ČSOB will not be responsible for any damage the Client may incur because of this.
45. Only the Authorized Person can make the certificate on the chip card invalid via the Internet pages www.ica.cz. The password given in the certificate application can be used for this. If the Authorized Person loses the chip card, he must go to the ČSOB branch in person and ask for a new chip card, new PIN and PUK to be issued.
46. If the Authorized Person forget his security elements as follows:
    a) PIN (for the chip card), he will be entitled to specify a new PIN by the PUK (for the chip card),
    b) Both PIN and PUK (for the chip card), he must go to a ČSOB branch and ask for a new chip card, new PIN and PUK,
    c) PIN (for the Identification Number), he must go to a ČSOB branch and ask for a new PIN.
47. The Client will be fully responsible for any damage incurred due to the loss, theft or misuse of personalised security elements or means of communicating with the Service (for example the loss of the chip card) until ČSOB is notified.
48. When the Client notifies ČSOB in accordance with Paragraph 43, the Client will no longer be responsible for any damages incurred due to the loss, theft or misuse of his personalised security elements or means of communicating with the Service except for fraudulent transactions.
49. The Client will not be responsible for any damage in accordance with Paragraphs 47 and 48 if the means of communication with the Service are used without personalised security elements for identification and authentication of this means.
50. If, when using the services of mobile operators T-Mobile (TWIST Recharging) / O2 Czech Republic, a.s. (O2 Recharging) / Vodafone Czech Republic, a.s. (Vodafone Card Recharge, payment of invoices), or PaySec account services (PaySec account charging, Merchant Account

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charging, direct payment in favour of the Merchant´s Account) the Account Holder has insufficient funds in his/her account between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non agreed overdraft on the account with all the consequences of this. Detailed information about the services of mobile operators is available on the official Internet websites of individual companies.

51. The correspondence address specified by the Authorized Person in the Agreement will be exclusively used for communication with ČSOB on establishing and operating the Service (or other ČSOB Electronic Banking Services as the case may be). The contact data of the Authorized Person can be changed directly in the Service application or at a ČSOB branch.
52. A notification from the Account Holder about which standing orders and collection authorizations entered via the Service should not be executed after his death must be delivered to any ČSOB branch exclusively in writing.
53. The Client must make sure that the device used to service the account(s) and for the Service (the "Device") has:
    a) An updated operating system (regular updates remove security weak points not discovered earlier but when it is used),
    b) An updated Internet browser from a recommended SW shown at www.csob.cz,
    c) A functional (constantly on) and updated antivirus program set to regularly monitor viruses on the Device.
54. The Client must:
    a) Install on tablets and smart phones only programs from trusted sources or those recommended expressly by the Device manufacturer (e.g. App Store, Google play, Windows Store) and accurately follow the authorization as required by the installed application (e.g. do not permit the application to access outgoing messages etc.)
    b) Not principally use a mobile device(s) with settings that have been changed (these changes may affect the security of these devices by reducing its resistance to malicious software),
    c) Have the Device under permanent control and use all potential security measures to prevent a third party accessing the Device (e.g. securing the Device by a password).
    d) Use exclusively a trusted and properly secured Device (e.g. not a public computer with Internet access which does not provide an adequate level of security)
55. The Client must know about the security of the Service, in particular:
    a) The methods of logging in and authorizing operations,
    b) The options for setting safe personalized elements as the Bank allows, in particular the recommendation of not using simple passwords or those that can be derived from his information,
    c) The options for setting safety limits to limit the amount of payment transactions, see Article 22 and 23 of these Terms and Conditions
    d) The method of communicating with ČSOB (e.g. no reaction to e-mail messages with a suspicious title and content, especially when personal data, passwords, PIN codes, payment card numbers etc. need to be disclosed)
    e) Safe behaviour on the Internet (e.g. not opening documents of suspicious email messages or not clicking on the links they contain, All suspicious reports must not be opened at all and should be immediately deleted),
    f) The procedure for the loss, theft or disclosure of personalized security features, digital certificate or loss, theft of the mobile device i.e. immediately inform ČSOB about the current situation and ask for access to the Service to be blocked in accordance with Paragraph 43; for a mobile device ask the operator to block the SIM card
    g) The safety principles for using Electronic Banking available at www.csob.cz and adhere to them
56. The Client is fully responsible for any damage incurred as a result of breaking the obligations referred to in Paragraphs 53 and 55 of these Terms and Conditions.

Rights, Obligations and Responsibilities of ČSOB

57. ČSOB will give personalised Service security elements only to the Authorized Person; they cannot be given to any other person, not even against a power of attorney. ČSOB will provide Clients with the necessary information so that they can report the loss, theft or unauthorized use of a means of payment (means for communicating with the Service and personalised security elements) at any time.

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ČSOB will provide the Client at his request with a document, proving for 18 months from the notification of the facts he has made a notification under Paragraph 43b) of the Terms and Conditions.

58. After receiving the notification of the facts in accordance with Paragraph 43 ČSOB will take all reasonable measures to stop further use of the Service even if the Authorized Person is guilty of negligence, or fraud.
59. ČSOB will be responsible for:
    a) Any failure to make a payment transaction or incorrect execution of a payment transaction for which the Client has the right,
    b) Making unauthorized payment transactions i.e. payment transactions made without an instruction from the Authorized Person,
    c) Mistakes or other discrepancies in maintaining an account for which the Service has been established.
60. For the cases stipulated in Paragraphs 59 a) to c) ČSOB will refund the Client:
    a) the amount of the non-executed or incorrectly executed payment transaction, including interest on it as the case may be,
    b) and the remaining amount needed to return the client's account to its original condition.

    See the Accounts and Payments Business Terms and Conditions for corrective items.
61. The provisions of Paragraph 60 a) and b) will not be applied if ČSOB proves that the client has not fulfilled his obligations as stipulated in the Terms and Conditions.
62. If a contractual obligation is broken ČSOB will only be responsible to the Client (not to the person who would benefit from the obligation being fulfilled).
63. With electronic communication via the Service ČSOB will only accept instructions of the Authorized Person containing the complete data, corresponding to the respective formats and authorized by the Authorized Person's electronic signature. ČSOB will not be responsible for any damage caused by not executing incomplete or unauthorized instructions. ČSOB will be entitled not to execute or refuse to execute an instruction in the other cases specified in the Terms and Conditions for Accounts and Payments. ČSOB will not execute a payment transaction if the funds in the Account Holder's accounts that should be debited for the payment transaction are insufficient or the account(s) is blocked etc. The Client will be informed about the non-execution of a payment transaction in accordance with the respective terms and conditions for account maintenance (e.g. in writing, by phone, SMS message or at a ČSOB branch or through another method agreed with the Client).
64. ČSOB will not be responsible for any damage due to incorrect or double instructions delivered to ČSOB via the Service. ČSOB will also not be responsible for damage the Client incurs by his acting contrary to the Contract/Contract for the Use of Services / the Agreement or the provisions of the Terms and Conditions.
65. ČSOB will not be responsible for not executing a payment transaction or the impossibility of using the Service or the non-availability of the Service due to reasons beyond the control of ČSOB or its partners, directly or indirectly, because of force majeure, international sanctions pursuant to legal regulations on imposing international sanctions, natural disasters, hardware failures, computer viruses or other events.
66. If ČSOB finds that an Authorized Person does not adhere to the Terms and Conditions, it will be entitled to terminate the Agreement without having to inform the Authorized Person in advance.
67. If ČSOB finds that the Account Holder or the Installation Owner does not adhere to the Terms and Conditions, it will be entitled to terminate the respective Contract/ Contract for the Use of Service immediately without having to inform the Account Holder or the Installation Owner in advance.
68. ČSOB will be entitled to charge the Account Holder's account with fees in accordance with the applicable Price List as subsequently amended for the Service (i.e. to debit the account to be charged with fees as stipulated in the Attachment to the Contract) except for fees for delivering "Supplementary Information" provided in the ČSOB Info 24 service and for renewing certificates (of the electronic signature) for the Service, which will be debited from the account determined by the Authorized Person. All types of fees which the Account Holder will have to pay for using the Service and the ČSOB Info 24 service are given on the Price List.
69. ČSOB will inform the Client of the exchange rate used to calculate FX operations.

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70. ČSOB will inform Clients about current occurrences of attacks against computer systems and their forms (how they can be identified) at the website https://bezpecnost.csob.cz. if this information is available.
71. ČSOB is entitled to immediately block the Service if malicious software on the Client´s device is detected or if Client´s conduct breaches the Contract/Contract for the Use of Services / the Agreement or these Terms and Conditions, or the use of the Service is suspected to be unauthorized or fraudulent.
72. ČSOB will notify the Client before the Service is blocked, or if this is impossible, immediately after the Service has been blocked, of the reason for blocking it in any of the ways referred to in Section 96 or otherwise as agreed with the Client. This does not apply if providing this information could prevent the purpose of blocking the Service or contravenes other legal regulations. Once the reasons for blocking the Service no longer exists ČSOB will remove the blockage.

Safety and Security

73. The Service is provided via public communication and data lines. ČSOB is not responsible for their security and therefore it cannot influence whether the Client incurs any damage due to any misuse of transmitted messages.
74. SMS messages and those sent by e-mail are not signed electronically or encoded,
75. ČSOB will be entitled to document particular instructions and payment transactions on the Account Holder's accounts made via the Service. Records of instructions transmitted via the Internet will be archived at ČSOB in electronic form using secure methods pursuant to Law No. 21/1992 of the Collection on Banks as subsequently amended for a sufficient time so that ČSOB can search previous operations and correct mistakes. ČSOB is responsible for safe archiving.
76. These records will be used as evidence to protect ČSOB's justified interests in any proceedings in court or administrative bodies.

Deadlines

77. Instructions will be executed in the standard way in accordance with the Terms and Conditions and Business Terms and Conditions for Accounts and Payments or the respective contractual provisions between the Client and ČSOB and/or its affiliates.
78. The deadlines for delivering payment orders specified by ČSOB are stipulated in the Business Terms and Conditions for Accounts and Payments available at all ČSOB branches and on the Internet at www.csob.cz.
79. ČSOB will make payment transactions in accounts and instructions for a securities account via the Service in accordance with the Authorized Person's instruction. Payment transactions in accounts and instructions for a securities account must comply with
    - the Terms and Conditions,
    - Business Terms and Conditions for Accounts and Payments,
    - legal regulations,
    - or the terms and conditions of selected products and services of ČSOB and/or its affiliates.

    The Terms and Conditions will be governed by the valid laws of the CR.
80. The Client is not entitled to revoke:
    - A transfer (between accounts of a (the same) Account Holder),
    - A payment transaction on the due date.

    Payment transactions with a future due date sent via the Service can be:
    a) revoked or changed via the Service no later than the day before the due date by the deadline specified in the Accounts and Payments Terms and Conditions.

    An application to revoke i.e. cancel a payment transaction can be authorized by the (one) electronic signature of an authorized person (even if two electronic signatures were originally affixed). To change a payment transaction the Authorized Person must specify the payment transaction to be changed and authorize it by his electronic signature thus cancelling the original payment transaction. Changes to a payment transaction must be signed in the agreed manner (authorization by one or two electronic signatures) to be accepted by the Bank for processing.

    b) revoked by a written application to cancel a payment order that must be delivered to any ČSOB branch no later than the day before the due date.

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81. Files for downloading in the on-line and off-line sections of the Service will be available to the Client for the period specified by ČSOB (see the Manual for the Service).
82. If the Account Holder wants extraordinary (duplicate) account statements he can contact the Electronic Banking Helpdesk Czech Republic – in writing or by mail (addresses available at www.csob.cz) or go to a ČSOB branch in person. Because of the higher cost of the extraordinary copy of an account statement, ČSOB will charge a fee in accordance with the Price List – "Other Manual Operations not Explicitly Specified in the Price List) by debiting the respective account (stipulated in the Attachment to the Contract).
83. In extraordinary situations, ČSOB will be entitled to postpone using the respective foreign exchange rate until the standard exchange list is issued which will be valid for the banking hours of the next working day.

Account Statements, Claims

84. The Account Holder will be informed of payment transactions and instructions carried out on a book-entry securities account by a printed or electronic account statement. Only the Installation Owner authorized by the Account Holder to use the Service and dispose of funds or book-entry securities in the Account Holder(s)´ account(s) can ask for access to electronic account statements either in writing or electronically through the Service (if the Service and account/product for which the account statement is prepared allows this).
85. If account statements are produced and sent electronically by agreement and the account contractual relationship is terminated, the last account statement will be sent to the Account Holder in writing by post to the postal address provided to ČSOB by the Account Holder.
86. ČSOB provides Account Holder´s monthly account statements electronically through the Service as standard in the pdf format in Czech unless agreed otherwise. Only the Installation Owner can ask to change the account statement frequency or format.
87. If the Client and ČSOB agree on electronic access to account statements the electronic account statement is automatically available to all those authorized by the Installation Owner to dispose of funds in the Account Holder´s account. Authorized Persons are also informed through the account history for the period specified in the Service's manual/instructions.
88. If the Account Holder and ČSOB agree in the account agreement or another contractual document on only electronic access to account statements and the electronic account statement is made accessible through the Service the data in the electronic account statement given in the account agreement or another contractual document may not comply with the data specified in the Installation Owner's request.
89. ČSOB considers its obligations according to ZOPS on providing clients with account statements in the agreed manner are fulfilled when the electronic account statement is made available to the Authorized Person of the Installation Owner.
90. Electronic account statements are available in the Service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements. Payment transactions/instructions are posted separately with the relevant data so that the payment transaction/instruction or the recipient with whom the payment transaction/instruction was made, the amount the account was debited in a domestic or foreign currency (for details see the Service's Manual/instructions) can be identified. The Client is entitled to check the account balance and the history via the Service.
91. The Account Holder must check the sequence of accounting, the correctness of the account balance and executing payment transactions and instructions immediately. If he finds any discrepancy in settling or not settling realisable payment transactions or instructions, the Account Holder must report this and ask for a correction without undue delay after discovering it but no later than by the deadline stipulated in the legal regulations.
92. ČSOB will accept and handle Client complaints and claims in accordance with the ČSOB Claims Code which is available at ČSOB branches and at www.csob.cz.
93. If the Client complained about a disputable payment transaction in accordance with these Terms and Conditions or sought another remedy at ČSOB without success he is entitled to contact the Financial Arbitrator. A motion to start proceedings before the Financial Arbiter is made on the form available at www.finarbitr.cz. All the relevant information is available at this address.
94. In a dispute with the Client, ČSOB will give evidence of the procedure that enables it to verify that the payment order/payment transaction

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a) has been placed,
b) has been correctly recorded and disclosed,
c) has not been effected by any technical breach or other defect.

Communication

95. Unless specified otherwise in these Terms and Conditions all communication between ČSOB and the Client about the Contract / Contract for the Use of Service or Agreement is carried out according to the following rules.

96. Communication between ČSOB and Clients must be in Czech as follows unless agreed otherwise:
    a) in person when a Client comes to a ČSOB branch,
    b) by phone / sending an SMS message to a Client´s mobile device
    c) in writing,
    d) electronically,
    e) through the Client´s Centre.

97. Documents delivered by a postal service provider will be sent by ČSOB to:
    a) private individuals
        - to the correspondence address specified in the Agreement and/or another document; the address of a ČSOB branch or PO BOX cannot be used,
        - to the permanent address if no Agreement is concluded with the Client; ČSOB is always entitled to send documents to the permanent address if it considers it necessary because of the circumstances,
        - if the Client provides ČSOB with his residential address the latter will be entitled to send documents also to the residential address.
    b) private individuals entrepreneurs to the address of the registered office specified in the Contract/ Contract for the Use of Service.

98. The document will be considered delivered on the third working day after it is sent within the Czech Republic and the 15th working day after the day the document is sent abroad.

99. If a document is returned by a postal service provider as undeliverable, the effects of delivering it occur on the day the consignment is returned to ČSOB. The effects of the delivery occur even if the Client refuses to accept the document.

100. ČSOB is entitled to ask the Client to provide an official translation of documents submitted in a language other than Czech or Slovak at his own expense. ČSOB is not responsible for a delayed service or order due to translating a document.

101. The Client must provide ČSOB with ´higher certification´ by competent authorities of documents produced in a country other than the Czech Republic.

102. ČSOB is entitled to assess documents submitted in non-standard situations (e.g. documents issued abroad, documents about the death of the account holder, a trust succession, a trust fund, etc.) within a reasonable time, normally within 10 working days. For more complex cases and applications the Bank is entitled to extend this period. The Client is informed if the period is extended.

Final Provisions

103. ČSOB keeps confidential all matters subject to banking secrecy pursuant to the legal regulations. ČSOB keeps confidential all information even after the contractual relationship with the Client is terminated. ČSOB only provides information subject to banking secrecy to relevant persons and institutions pursuant to the legal regulations and according to the contractual arrangements with the Client.

104. After establishing a contractual relationship with the Client ČSOB processes his personal data pursuant to Law No. 101/2000 Coll. on Personal Data Protection. For more information on processing personal data see document "Information on Personal Data Processing", available at www.csob.cz and ČSOB branch operational premises.

105. The Client is responsible for the topicality, correctness and completeness of the data given to ČSOB and will notify ČSOB without undue delay of any changes in this data and prove the change by a valid identity document or another document from which the change is clear, with the exception of changes in the correspondence or residential (permanent) address which the Client only communicates.

106. Both ČSOB and the Client are entitled to terminate the Contract and/or Contract for the Use of Service and/or the Agreement without giving a reason. If the Client terminates the Contract and/or

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Contract for the Use of Service and/or Agreement no notice period will apply and the obligation will cease to exist and the contractual relationship arising from the Contract / Contract for the Use of Service or the Agreement will cease to exist when the termination notice is delivered. If ČSOB terminates the Contract and/or Contract for the Use of Service and/or the Agreement the notice period is two months and commences on the first day of the calendar month after that in which the termination notice is delivered. ČSOB´s right to proceed in accordance with Paragraphs 66 and 67 will be not affected. When the obligation ceases to exist and the contractual relationship from the latest account agreement for which the Service is provided to the Account Holder is terminated and the Account Holder has no other account at ČSOB for which the Service is provided, then both the obligation and the contractual relationship from the Contract terminate. Cessation of the obligations under this Contract does not affect the validity and existence of account agreements.

107. The Client is not entitled, without ČSOB's prior written consent to assign, transfer, change, pledge, or otherwise encumber or dispose of the Contract or Agreement, their parts or individual rights arising from them, or negotiate with a third party to assume a debt resulting from the Contract/ Contract for the Use of Service or Agreement.
108. If any provision of these Terms and Conditions, Contract/ Contract for the Use of Service or the Agreement is objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of these Terms and Conditions, Contract or Agreement, if it can be separated from these Terms and Conditions or Contract/ Contract for the Use of Service or the Agreement as a whole and if it can be assumed that the legal action took place without the invalid part, if ČSOB recognized the invalidity in time. ČSOB and the Client will make every effort to replace this provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.
109. If the Client is an entrepreneur the contract between him, and ČSOB may differ somewhat from the legal regulations on adhesion type contracts. The provisions of these Terms and Conditions, Contract / Contract for the Use of Service or the Agreement cannot be invalid because of a discrepancy with these provisions in adhesion type contracts, in particular the invalidity of:
    a) clauses referring to terms and conditions outside the text of the respective agreement or contract the importance of which the Client does not know and the Client´s awareness of which is not proven,
    b) clauses that can only be read with particular difficulty, or clauses that are incomprehensible to a person of average intelligence even if they are to the detriment of the Client and the explanation of which to the Client was not sufficient,
    c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the respective contract seriously and with no particular reason differs from the usual conditions negotiated in similar cases.
110. Third parties do not acquire direct rights from the Contract not even if it is mainly for the benefit of the third party. A third party is any person who is not a party to the Agreement according to this provision.
111. ČSOB is entitled to propose changes to the Terms and Conditions / Price List. ČSOB will let the Client know about the suggested changes to the Terms and Conditions / Price List at the operational premises of ČSOB branches and at the Internet address www.csob.cz no later than 2 months before the date when the changes should come into effect. ČSOB also informs the Client simultaneously through a notice on account statements. If the Client does not refuse the suggested changes, it will be considered that he has accepted them. If the Client refuses the suggested changes before the date when they should come into effect he will be entitled to terminate the Contract / Contract to Use the Service or Agreement affected by these changes with immediate effect.
112. Because of the nature of these Terms and Conditions / Price List it is reasonable to expect that these Terms and Conditions / Price List will be subsequently amended. ČSOB is entitled to change the provisions of these Terms and Conditions / Price List in accordance with the normal commercial practices of banks and branches of foreign banks operating on the Czech market and with regard to changes in the legislation affecting the business activities of the Bank and its affiliates. Any changes according to the previous sentence are considered reasonable.
113. The obligations of the new version of the Terms and Conditions/Price List will be binding on ČSOB and the Client as changes to the originally agreed terms and conditions from the day they become effective.

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114. These Terms and Conditions will become effective on October 26, 2015 while the Business Terms and Conditions for the Provision of ČSOB Electronic Banking – ČSOB Business Banking 24 Service of January 1, 2015 cease to be effective. The Client will receive the Terms and Conditions no later than when concluding the Contract/ Contract for the Use of Service /Agreement.

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